

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA  
DAVENPORT IOWA DIVISION

FILED  
ROCK ISLAND, IL

2004 MAR 22 P 3:51

CLERK U.S. DIST. CT. ROCK ISLAND, IL  
SOUTHERN DISTRICT OF IOWA

JOHN A BROWNER )

Plaintiff )

v. )

COMPLAINT )

CHARLES RUHL JR. )

RUHL DEVELOPMENT LLC )

RUHL AND RUHL REALTORS INC. )

CAVITY COMPAY LLC )

KAIZEN COMPANY OF AMERICA L.C. )

KENT M. PILCHER )

CAROLINE RUHL )

PATRICK W. DRISCOLL )

STANLEY,LANDE&HUNTER )

CURTIS E BEASON )

MICHAEL BYRNE )

MICHAEL NOYES )

LANE AND WATERMAN )

QUAD CITY BANK AND TRUST )

QCR HOLDING COMPANY )

DOUG HOLQUIST )

MIKE BAUER )

JOHN S GOSMA )

SHIVE-HATTERY )

TREIBER CONSTRUCTION )

GARY HAYWARD )

US DEPARTMENT OF JUSTICE )

FRYE DEVELOPMENT CORP )

KAREN FIZSIMMONS )

JOHN NEUBERGER )

R.CLAY THOMPSON )

CITY OF DAVENPORT )

Gary Koos Law firm )

William Stengle Law firm )

Frye Development Corp )

Davenport Police Department )

Giganti Development )

Bill Fennelly )

3. 04CV80035

Sealed

1.

Davenport Fire Department	)
Nepple Van Der Kamp	)
Scott County Treasurer office	)
Borad of Professional eithics and conduct	)
Scott County Board of Supervisors	)
Public works of Department of Davenport Iowa	)
Nicholas R. Doenges	)
City of Davenport Legal Department	)
Illinois Stock transfer Company	)
US Department of Education	)
Richard Mc Donnell	)
City Engineer of Davenport Iowa	)
City of Davenport plan and zoning	)
Board of review City of Davenport	)
Bill Davis	)
Rita Vargus	)
John Neuberger	)
Defendants	)

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COMES NOW John A. Browner Pro se file his complaint against the defendants and states as follows in the name of justice for plaintiff.

1. State here a briefly as possible the facts of your case, what the defendants personally did or fail to do resulted in harm to you.

2. On or about October 5, 1994 Mr. Charles Ruhl Jr. a licensed agent of Ruhl and Ruhl Realtors Inc. and president of Ruhl Development knock on my door at 4508 Brady Street with a purchase agreement for Ruhl Development plaintiff real property was not listed Ruhl and Ruhl Realtors Inc. for sale, therefore illegal to receive a commission, Ruhl and Ruhl Realtors Inc. claim they received \$15,000.00 commission from Kaizen attorney Patrick W. Driscoll on June on or about June 18, 1995.

3. On October 5, 1994 plaintiff and his wife Shirley A. Browner was presented a offer to purchase agreement with Ruhl Development LLC and the president Charles Ruhl Jr and purchaser for Ruhl Development LLC.

as agent for Ruhl and Ruhl Realtors Inc. Mr. Ruhl Jr. stated he deposited a check of \$1000.00 earnest money in Ruhl and Ruhl Realtors Inc. trust account to hold the property Mr. Ruhl Jr. demanded 7% commission for him to purchase plaintiff property, which was illegal Mr. Ruhl Jr. to receive a commission.

4. On October Mr. Ruhl Jr. purchaser for Ruhl Development LLC offer an Addendum for 1031 exchange of property, per written agreement #42087 dated October 10, 1994.

5. Mr. Ruhl Jr. for Ruhl Development refused to perform the purchase agreement #42087 1031 exchange, signed Dr. John A. Browner and Shirley A. Browner and Charles Ruhl Jr. for Ruhl Development Mr. Ruhl Jr. refused to perform the written agreement.

6. Mr. Ruhl Jr. devise a scheme to steal plaintiff real property Lot 1 in Dardis Addition to the City of Davenport Iowa 4508 Brady Street.

7. Plaintiff hired Patrick W. Driscoll of Stanley,Lande&Hunter October 5, 1994 to close the purchase agreement #42087 1031 exchange agreement which he failed to do.

8. On March 28 1995 Mr. Driscoll violated his fiduciary duty to his clients plaintiff and his wife and started working for Kaizen Company of America L.C. without the knowledge nor consent of his clients, plaintiff.

9. Mr. Driscoll and Mr. Curtis E. Beason are both involved in a forgery of a warranty deed dated March 28 1995 plaintiff John A. Browner did not sign the deed dated March 28 1995 and notarized by Patrick W. Driscoll false notary act.

10. Patrick W. Driscoll and Mr. Ruhl Jr. for Ruhl Development has never closed the

written contact #42087 dated October 5, and 10 1994.

11. Mr. Ruhl Jr. and Caroline Ruhl and Curtis E. Beason and Mary Ruhl owned property adjacent to plaintiff real property, and they needed plaintiff property to for a subdivision called Lot 1 Quad City bank Addition to the City of Davenport Iowa and sell the subdivision for a profit, on or about February 18, 1995 defendants Quit Claim deed to Kaizen Company of America L.C. Lot 9 46 Street 2nd Addition to the City of Davenport Iowa.

12. On November 27 1995 Kaizen hired Shive-Hattery to survey and they just combine plaintiff property Lot 1 in Dards Addition to the City of Davenport Iowa to Lot 9 46 Street 2nd Addition to the City of Davenport Iowa this is stealing by changing the boundary lines.

13. There has never been any agreement with plaintiff to sell his real property to Kaizen Company of America L.C. just fraud Kaizen has no contract with the plaintiff to purchase Lot 1 in Dardis Addition to the City of Davenport Iowa just fraud. upon the Scott County District Court and Iowa Court of Appeals 1999.

14. Mr. Ruhl Jr. and Kaizen Company of America and Cavity Company stated plaintiff forfeited an real estate sale installment contract in court July 3, 1997 there was no real estate installment contract in place to forfeit by plaintiff with Cavity Company and Kaizen just fraud upon the court.

15. Mr. Ruhl Jr. through his attorneys Lane and Waterman and Michael Byrne and Curtis E. Beason propertied fraud upon the court plaintiff did not have a real estate contract to forfeit, and Kaizen and Cavity company.

16. Gary Koos cannot account for \$18,500.00 deposited his trust account on or about

March 31, 1997, he himself stated there was no real estate installment contract in place to forfeit, he and Lane and Waterman stole \$18,500.00 from plaintiff.

17. Plaintiff hired William Stengle to represent plaintiff there was no real estate installment contract in place to forfeit, January 28, 1998 Mr. Stengle stated there was no installment contract dated March 28 1995 and at the court hearing Mr. Stengle stated he was in conflict of interest and could not file a resistance, but he allowed a fraudulent ruling against plaintiff January 28 1998.

18. The scheme Mr. Ruhl Jr. had was to say he deeded Lot 5 and 6 46 Street to the City of Davenport Iowa to plaintiff and his wife and plaintiff took out a installment loan and plaintiff forfeited the installment contract is false Mr. Ruhl Jr. never closed the purchase agreement he illegally combine plaintiff real property with his property on November 27 1995.

19. Kaizen defaulted on the development agreement dated March 28 1995.

20. Shive-Hattery illegally recorded a final plat Lot 1 Quad City Bank Addition to the City of Davenport Iowa which included Lot 1 in Dardis Addition to the City of Davenport Iowa. Kaizen Company of America L.C. does not own plaintiff real property.

21. Kaizen Company of America L.C. fraud upon the court stating plaintiff had a real estate contract with Kaizen Company of America L.C. January 28 1998 there is no contract with Kaizen Company of America L.C. to purchase Lot 1 in Dardis Addition to the City of Davenport Iowa.

22. Quad City Bank and Trust, through Mike Bauer and Doug Holquist, Michael Noyes and John S. Gosma knew or should have known Mr. Ruhl Jr. and Mr. Driscoll had not

closed the purchase agreement #42087 with plaintiff and all Mr. Ruhl Jr did was change the boundary lines and had not purchased Lot 1 in dardis Addition to the City of Davenport Iowa. The Quad City Bank and Trust through its agents are illegally occupying plaintiff real property.

23. Caroline Ruhl and Mary Ruhl and Charles Ruhl Jr. and Curtis E. Beason just had the boundary lines changed and illegal included Lot 1 in Dardis Addition to the City of Davenport Iowa. did not purchase the real property from plaintiff.

24. The Scott County Auditor office Karen Fitzsimmons would not allow the subdivision land title Lot 1 Quad City bank Addition to the City of Davenport Iowa to be recorded in the land title in Scott County because Kaizen Company of America L.C. did not own Lot 1 in Dardis Addition to the City of Davenport Iowa.

Mrs. Fitzsimmons is a party to hiding tax records to Lot 1 in Dardis Addition to the City Davenport Iowa from plaintiff from 1995 to 2004, it appears to help Charles Ruhl Jr. scheme to steal plaintiff real property.

25. On August 9, 2002 Mr. Fitzsimmons transferred a Quit Claim deed from Shirley A. Browner to son Brent A. Browner and plaintiff recorded a mortgage for child support against the real property Lot 1 in dardis Addition to the City of Davenport Iowa.

26. QCRHolding purchase the property Lot 1 Quad City Bank Addition to the City of Davenport Iowa but could not recorded the land title in public records in Scott County.

27. Michael Byrne purportrated fraud upon the court January 28 1998 he stated the the warranty deed had not been recorded dated March 29 1995 which in fact Mr. Curtis E. Beason had recorded the false, forged warranty deed in October 30 1995

The warranty deed dated March 28 1995 was canceled by plaintiff March 29 1995

because of fraud by Mr. Patrick W. Driscoll.

28. The false, forged warranty deed recorded October 30 1995 doe not have Patrick W Driscoll notary seal the notary seal is someone else's not Patrick W. Driscoll notary seal. which is fraud.

29. On March 8, 2004 made a secret deal with Gary Hayward of the US. Justice Department to pay plaintiff student loan without telling plaintiff about the illegal transaction to help in the fraud to steal plaintiff real property, the US department of justice went along with the fraud to steal plaintiff real property March 8, 2004.

30. Treiber Construction Company in June 27 1995, the Quad City Bank and Trust stated they were the owner of Lot 1 in Dardis Addition to the City of Davenport Iowa and demolished plaintiff residence at 4508 Brady Street Quad City Bank and Trust did not own plaintiff real property, and does not own plaintiff real property they are illegally occupying plaintiff real property keeping from the use the property.

31. Mr. Ruhl Jr. form a Company called Cavity Company November 27 1995 to shield Ruhl and Ruhl Realtors Inc. and Ruhl Development LLC and Kaizen Company of America L.C. from the fraud upon the court.

32. Kent M. Pilcher stated to the court he signed for the commission for Ruhl and Ruhl Realtors and Charles Ruhl Jr. Kent M. Pilcher is not a licensed agent to receive a commission fraud upon the court.

33. The fact is Charles Ruhl Jr. purchaser for Ruhl development LLC did not close the real estate transaction with plaintiff and his wife he just changed boundary lines and added plaintiff real property his property. and tried to sell to Quad City Bank and Trust he is a member of the Board of Directors of Quad City Bank and Trust and developer.

Mr. Ruhl Jr. clearly has not purchased plaintiff real property he just trying to steal the property, this is just stealing real property using his influence and money.

34. Mr. Ruhl Jr. and his attorney Curtis E. Beason fraud upon the Scott County District Court plaintiff did not have any contract with Kaizen Company of America L.C. to sell Lot 1 in Dardis Addition to the City of Davenport Iowa 4508 Brady Street.

Kaizen cannot produce any contract.

35 Ruhl and Ruhl Realtors Inc. Trust account cannot account for the earnest money of \$1000.00 deposited October 5, 1994, and plaintiff just learn Mr. Ruhl Jr. did not deposit a check for \$1000.00 in Ruhl and Ruhl Realtors Trust Account October 5, 1994.

36 The City of Davenport gave Kaizen Company of America L.C. an illegal permits to build a building on land which the land title has not been recorded in Scott County recorder office as of 2004

37. Michael Noes stated there was no liens against Lot 1 in Dardis Addition to the City of Davenport Iowa, certificate June 6, 1996 which is false.

38. Stanley, Lande & Hunter never filed a 1099s with the Internal Revenue Service because Mr. Driscoll never close the real estate transaction dated October 5, and October 10 1994 with Ruhl Development, Mr. Driscoll had a duty not to draw up a warranty deed that does not match the written contract dated October 5, 1994 the contract dictate the working of the deed, Mr. Driscoll did not notarized John A. Browner signature because John A. Browner did not sign the Warranty deed dated March 28. 1995 this is fraud.



39. QCR Holding Company of Moline is illegally occupying Lot 1 in Dardis Addition to the City of Davenport Iowa, and fraud upon the court August 18, 2003

Mike Bauer and Charles Ruhl Jr. John Neuberger contempt of court August 14, 2003 refuse to attend a pretrial hearing when ordered by the court to attend.

Mr. Ruhl Jr. has used his influence and money to corrupt others.

40. Quad City Bank and Trust stated that 4500 Brady Street land title was recorded which clearly there is no land title recorded to this property, August 18, 2003 fraud

42. Bill Davis Scott County Attorney violated a court order to attend a pretrial hearing he refuse to attend the hearing dated August 14, 2003.

43. Mr. Davis refused to allow plaintiff John A. Browner motion to obtain legal counsel in a criminal trial, he allowed others to present false document upon the court Mr. Davis nor any representatives attended the hearing with a jury trial August 18, 2003 Mr. Davis denied plaintiff due process he used a law student Jennifer Olson and she perjury herself and other witnesses.

45. John Neuberger for Quad City Bank and Trust refused to attend pretrial conference August 14, 2003 nor did Charles Ruhl Jr. nor did Mike Bauer attend the pretrial conference on August 14, 2003 when the court order them to attend contempt of court.

46. Bill Fennelly Scott County Treasurer hiding public tax records on Lot 1 in Dardis Addition to the City of Davenport Iowa help other steal plaintiff real property from 1995 to 2004.

47. Rita Vargus Scott County Recorder, admitted the Land title to Lot 1 Quad City Bank Addition to the City of Davenport Iowa had not been recorded as of 2004.

48. City Engineer of Davenport Iowa illegally allow Kaizen Company of America L.C. to obtain illegal permits to build a building on Lot 1 Quad City Bank Addition to the City of Davenport Iowa without the land title being recorded June 1995

49. Illinois Stock Transfer Company allow Quad City Bank and Trust and QCR Holding company to use Lot 1 in Dardis Addition to the City of Davenport as assets of these defendants when they do not own Lot 1 in dardis Addition to the City of Davenport Iowa.

50. Richard Mc Donnell the money of \$18,500.00 was returned to you by Lane and Waterman and you have an illegal judgment against plaintiff 1998.

51. City of Davenport Iowa legal department presented a forgery deed dated March in court on as evidence Kaizen Company of America L.C. had a written contract with plaintiff to purchase Lot 1 in dardis Addition to the City of Davenport Iowa you knew this was false, then you stated Lot 1 in Dardis Addition to the City of Davenport Iowa was split in 1995 and no longer exists for taxation.

52. Nicholas R. Doenges stated Lot 1 in Dardis Addition to the City of Davenport Iowa did not exists for taxation 2001, fraud.

53. City of Davenport Iowa public works allowed Kaizen to receive false permits to build a building on land which no land title was recorded Lot 1 Quad City Bank Addition to the City of Davenport Iowa fraud.

54. Scott County Board of Supervisor refuse to investigate the fraud by Charles Ruhl Jr. upon Scott County 1998

55. Board of professional ethic and conduct refuse to do a complete investigation of the Patrick W. Drsicoll, Curtis E. Beason, Gary Koos you would have found out they were not telling the truth concerning plaintiff complaint of fraud, this could have

been prevented with an investigation.

56. Sam Giganti refused to complete the office and residence because it was in violation of fire code of City of Davenport Iowa.

57. City Planning and Zoning city of Davenport Iowa did not require Kaizen Company of America to own all property in the subdivision Lot 1 Quad City of Davenport Iowa.

58. R. Clay Thompson knowing filed a false affidavit May 1997 fraud upon the court there was no real estate sale installment in place to forfeit.

59. Davenport fire department fire inspection on Lot 5 and 6 46 Street 2nd Addition to the City of Davenport 4425 Welcome Way.

60. Nepple Van Der Kamp and Flynn allowed Patrick W. Driscoll to deposited money in your trust account and you split off from Stanley, Lande & Hunter 1992, Mr. Driscoll deposited the money November on or about November 16, 1995

61. US Department of Education refuse to gave plaintiff his loan balance 2003 student loan.

62. Frye Development Corp refuse to finish the combine office and residence building as per agreement March 28 1995

63. Davenport Police Department filed a false police report May 2003 against plaintiff he was not on Lot 1 in Dardis Addition to the City of Davenport Iowa, there is no 4500 Brady Street by public records.

64. R. Clay Thompson produce a false affidavit to the court July 3, 1997 there was no forfeiture of a real installment contract if there was must be recorded Iowa Code 558.46.

If you know Briefly state what specific law of constitutional provision defendant

violated.

1. Due process, taking of real property without due process.
2. Contract Clause
3. Violation of 6th Amendment
4. violation of 4th Amendment

RELIEF

State briefly exactly what you want the court to do for you

1. Make plaintiff whole
2. Demand for jury trial
3. appoint an attorney for plaintiff
4. Injunction
5. Order the original of the Recorded Warranty Deed March 28 1995 for inspection of the notary seal affixed

signed this date of March 18, 2004



John A. Browner  
308 A West 52nd Street  
Davenport Iowa 52806  
563 386 3879



*Byron's Copies*  
 AGREEMENT TO PURCHASE REAL ESTATE  
 for use only by Members of the  
 GREATER DAVENPORT BOARD OF REALTORS®  
 THIS IS A LEGALLY BINDING CONTRACT

42087

Date October 5, 1994To Dr. John A. and Shirley A. Browner (Seller)

The undersigned (Purchaser), Ruhl Development Company, LLC hereby offers to purchase for the total sum of \$ See Addendum A the real estate located at 4508 North Brady Street, Davenport, Iowa and described as follows: consisting of 33,461 square feet, more or less, as shown on Exhibit A

upon the following terms and conditions:

(a) SALE SUBJECT TO FINANCING: This Agreement is subject to the Purchaser obtaining loan commitment on the subject property in the amount of \$ \_\_\_\_\_ at an interest rate not to exceed \_\_\_\_\_ % for a period of not less than \_\_\_\_\_ years. Purchaser shall be given until \_\_\_\_\_ to obtain such commitment for financing. If, after making reasonable efforts to obtain such a loan, Purchaser is unable to secure such financing, this offer shall become void. Purchaser shall make application for such financing within \_\_\_\_\_ days after this agreement has been finally accepted by both parties.

(b) CASH by payment of the sum of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ cash \_\_\_\_\_ check, submitted herewith, to be held in trust by \_\_\_\_\_ and the balance of the purchase price upon delivery of a Warranty Deed as hereinafter provided.

(c) CONTRACT by payment of the sum of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ cash \_\_\_\_\_ check, submitted herewith, to be held in trust by \_\_\_\_\_ and \$ \_\_\_\_\_ upon the execution of a formal contract in which Purchaser agrees to pay the remaining balance of \$ \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ or more per month (interest in addition) (including interest) until the entire purchase price together with interest at \_\_\_\_\_ % per annum is paid in full.

(d) THE EARNEST MONEY OF \$ 1,000.00 in the form of \_\_\_\_\_ cash ☒ check, submitted herewith and held in trust by Ruhl & Ruhl Realtors, Inc. is part of the cash at closing. In the event any contingency is not met by the date contained in such contingency, the Seller recognizes the earnest money will be returned to the Purchaser and this agreement shall be void. By Iowa law, if there is an unresolved dispute over any contingency, the Broker must hold the earnest money and not disburse except by the provisions of the law. Seller and Purchaser agree to indemnify, defend and hold harmless the escrow agent from and against any and all liabilities and claims arising out of the duties as escrow agent.

e) OTHER TERMS See Addendum and Exhibits A and B.

1. Seller shall furnish to Purchaser satisfactory evidence of title in conformity with this agreement, and title law of the State of Iowa, and in accord with the title standards of the Iowa and Scott County Bar Associations. Title shall be made free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Purchaser. The conveyance of title shall be by way of Warranty Deed. Seller's Abstract of Title shall be submitted to Purchaser's Attorney for examination as soon after this date as is reasonably possible. Any objections to title raised by Purchaser's Attorney shall be made in writing as soon thereafter as is reasonably possible, so that the same may be cured on or before date of closing.

2. Closing shall be on or before April 30, 1995. Possession shall be given at closing.

3. All real estate taxes shall be paid or prorated between Purchaser and Seller to the date of closing in accordance with standards adopted by the Scott County Bar Association.

4. Special assessments to be levied for improvements completed, or where NOTICE or RESOLUTION for improvements is in effect previous to the date hereof yet levied, shall be paid by Seller, except \_\_\_\_\_.

5. Seller warrants that the heating and air conditioning systems, plumbing and electrical systems and all other mechanical equipment included as part of the purchase price will be in working order as of date of possession, with the following exceptions: \_\_\_\_\_.

The Purchaser or his authorized agent shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner. Seller shall deliver the property in the same condition as of the date of the agreement.

6. Wood Infestation Inspection: This agreement is subject to a wood infestation inspection of the subject property by a licensed pest control agency, to be paid for by the \_\_\_\_\_ if active infestation or damage due to prior infestation is discovered. Seller shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired or declaring this agreement void.

7. All personal property that integrally belongs to or is a part of the real estate, whether attached or detached, such as light fixtures, window shades, blinds, rods, brackets, awnings, storm windows and doors, window, door and porch screens, permanently installed floor coverings, permanently installed heating and cooling equipment, garage door openers and transmitters, outside television towers and antennas, fencing, trees, shrubs, plants and all other fixtures shall be considered a part of the real estate included in this sale, except: \_\_\_\_\_.

8. If Purchaser herein fails to fulfill this agreement after the same has been accepted by Seller, Purchaser shall pay Seller, as liquidated damages, a sum equal to the amount of the real estate brokerage fee, reasonable attorney's fees, loss of rent, and any additional expenses incurred by Seller because of Purchaser's failure to perform and the earnest money herein shall be forfeited to the extent of, or to apply on, such damages.

9. It is further agreed that if Seller fails to fulfill this agreement after acceptance, Seller will pay the real estate brokerage fee in full.

10. Seller shall maintain existing insurance until closing. Purchaser may purchase additional insurance.

11. It is understood that no representations made by the Broker or Salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties either express or implied as to the physical or mechanical condition of the property either real or personal.

12. Parties acknowledge that AGENCY disclosures have been made and signed prior to signing of this purchase agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all MATERIAL DEFECTS about which they have knowledge, but are not required to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

13. If this agreement is not accepted by Seller on or before upon presentation, it shall become null and void and the earnest money made herewith shall be repaid to Purchaser without liability on the part of the Broker or Salesperson to either party.

14. Purchaser grants/does not grant permission for a credit report.

15. Seller hereby agrees to pay a brokerage fee to the listing broker as per the listing contract. Ruhl & Ruhl Realtors, Inc. is the agent of seven percent of sale price to be paid in full at closing.

Member - Greater Davenport Board of REALTORS®

Salesperson - Signature

PURCHASER RUHL DEVELOPMENT COMPANY, LLC

PURCHASER By: [Signature]

Social Security # Tax ID No. 42-1415600

Social Security # President

hereby accept the foregoing agreement this 5

day of October, 1994

SELLER Dr. John A. and Shirley A. Browner

SELLER [Signature]

In reference to the purchase agreement covering the real property commonly known as 4508 North Brady Street, Davenport, Iowa, as shown on Exhibit A, dated October 5, 1994 between Dr. John A. and Shirley A. Browner (Seller) and Ruhl Development Company, LLC (Purchaser), the undersigned Parties hereby agree as follows:

Subject property shall include the entire parcel totaling approximately 33,461 square feet and all improvements thereon, including house and garage outlined in yellow on Exhibit A. The purchase price shall be \$225,000 less \$160,000 for a 1,500 square foot office building to be constructed by Ruhl Development on Lots 5 and 6 of the 46th Street Addition in Davenport, Iowa. Ruhl Development, or its assigns, agrees to cooperate with Seller in a 1031 Exchange for the new office property if requested. The office building to be constructed will be a ranch design with a full basement and exposed lower level (unfinished) to be constructed in a quality and workmanlike manner, and finished to include all exterior improvements, landscape, drives and parking, and interior improvements including painted dry-wall walls, bathroom, standard floor coverings, heating, air conditioning, and electrical lighting and outlets to city code. Ruhl Development shall not be responsible for any dental equipment, fixtures, or special plumbing required for Dr. Browner's intended use. Plans and specifications are subject to Dr. Browner's approval, which shall not be unreasonably withheld. Formal plans and specifications will be provided to Dr. Browner approximately thirty (30) days from notice by Purchaser that Purchaser elects to go forward with the purchase. Possession will be given to Purchaser at closing and at such time when the new office building to be developed is substantially completed.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned purchase agreement.

**PURCHASER:**

**RUHL DEVELOPMENT COMPANY, LLC**

By: Charles A. Ruhl, Jr.  
Charles A. Ruhl, Jr. President  
Date: 10-6-94

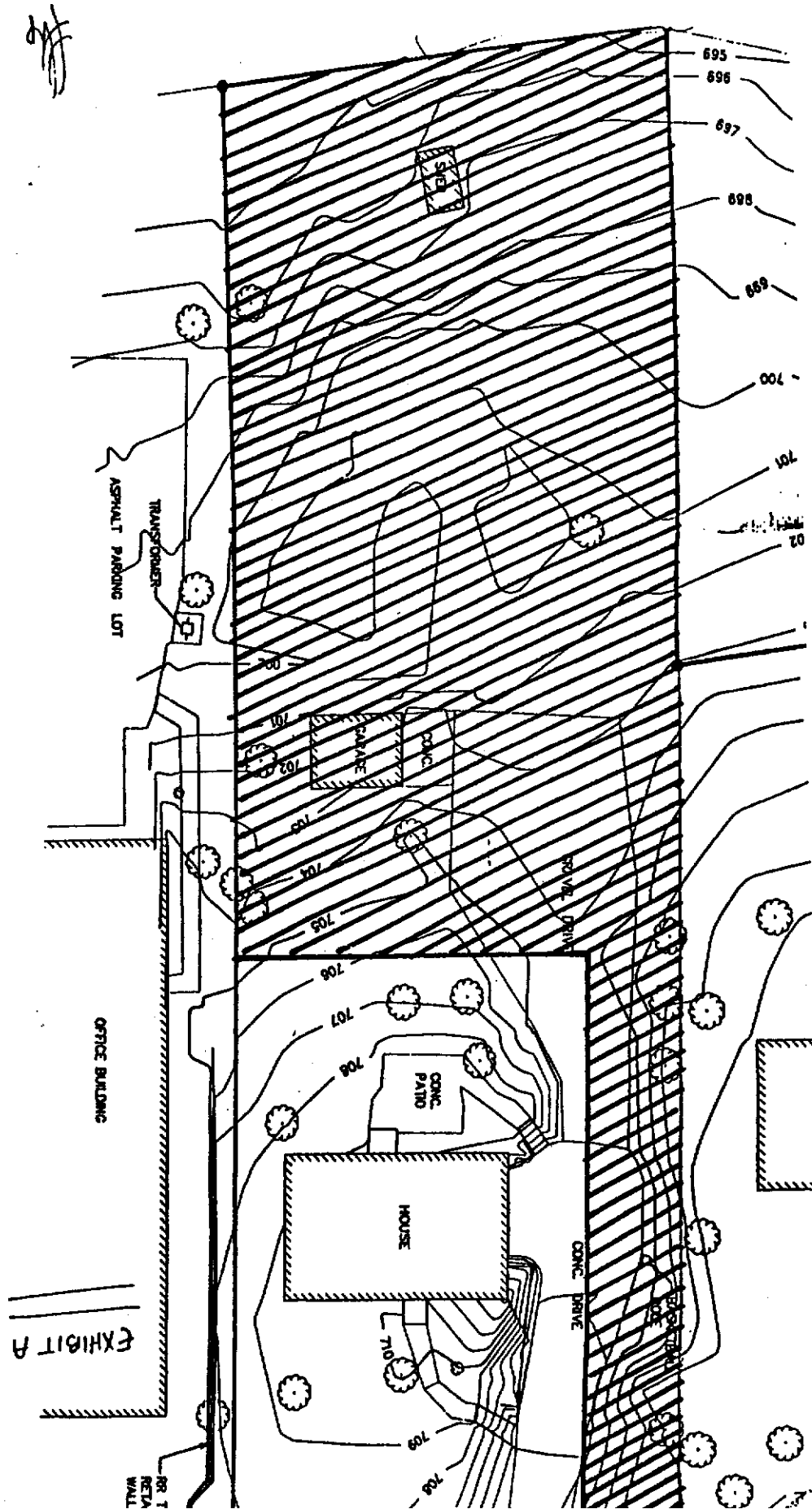
**SELLER:**

**DR. JOHN A. BROWNER**

By: Dr. John A. Browner  
Date: 10-10-94

**SHIRLEY A. BROWNER**

By: Shirley A. Browner  
Date: 10-10-94



Identified as #42087

## ADDENDUM B

In reference to the purchase agreement covering the real property commonly known as 4508 North Brady Street, Davenport, Iowa, as shown on Exhibit A, dated October 5, 1994 between Dr. John A. and Shirley A. Browner (Seller) and Ruhl Development Company, LLC (Purchaser), the undersigned Parties hereby agree as follows:

1. Seller acknowledges that Purchaser has disclosed he is a licensed real estate broker in the states of Iowa and Illinois.
2. This agreement is expressly conditional to Purchaser securing a commitment from an identified party for a building to be developed on subject property. In the event such commitment is not received on or before sixty (45) days from acceptance of this agreement, Purchaser, at its option, can cancel its obligations of this purchase and this agreement shall become null and void and the earnest money shall be refunded to Purchaser.
3. Seller agrees, upon acceptance of this agreement, to immediately order an abstract continuation for subject property at Seller's expense and deliver continued abstract to Purchaser. Upon Purchaser's receipt of the continued abstract, Purchaser shall order a title opinion at Purchaser's expense from a recognized Iowa attorney. If in the event the title opinion discloses any encumbrances, easements, or other Purchaser objections, Purchaser shall provide written notice to Seller. The Seller shall have thirty (30) days after written receipt of written objections to correct any objections to the title. If such objections cannot be cured by Seller within thirty (30) days, Purchaser may elect to terminate this agreement and the earnest money shall be refunded to Purchaser.
4. The Seller grants to the Purchaser and its agents the right to enter upon the Property at any reasonable time for any lawful purpose, including but not limited to making land surveys, engineering studies, environmental tests, soil tests and any other test, study or inspection at the sole cost and expense of Purchaser in connection with the proposed commercial development of the Property. Such right of entry shall be exercised in a reasonable manner, and the Purchaser hereby agrees to indemnify and hold Seller harmless from all costs, expenses and damages, by reason of such entry. Any existing survey in Seller's possession shall be furnished to Purchaser within ten (10) days of the signing of this agreement.
5. This agreement is expressly conditioned upon zoning, platting and plan approval of the Property for Purchaser's intended use satisfactory to the Purchaser. If subject property is presently not zoned for Purchaser's intended use, Seller shall sign an application to have the Property plan approved and rezoned for retail and office use. Seller shall cooperate with Purchaser in securing any needed rezoning, plan approval or permits, and in processing to completion the application and all documents relating thereto. The application shall be made in the name of Seller and Purchaser or as otherwise required under the applicable governing ordinance or regulation. Purchaser shall select the attorney, land planner, engineer, architect or other representative to prepare and present the zoning plan and building permit application and to present the same at all hearings. All expenses, fees and costs to secure such zoning shall be paid by Purchaser. Both Seller and Purchaser agree that the Purchaser's attorney may represent both parties for such zoning hearings, provided Seller approves Purchaser's selection of attorney.
6. In the event Purchaser finds soil conditions, environmental conditions, vehicular access, availability of utilities, municipal approvals, or any other conditions unsuitable for Purchaser's intended development, Purchaser, at its option, can terminate this agreement on or before closing and the earnest money shall be refunded to Purchaser.
7. See Exhibit B.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned purchase agreement.

## PURCHASER:

RUHL DEVELOPMENT COMPANY, LLC

By: Charles A. Ruhl, Jr.  
Charles A. Ruhl, Jr., President

Date: 10-6-94

## SELLER:

DR. JOHN A. BROWNER

By: Dr. John A. Browner

Date: 10-10-94

SHIRLEY A. BROWNER

By: Shirley A. Browner

Date: 10-10-94



**EXHIBIT B**

**WARRANTIES AND COVENANTS**

**A. Seller represents, covenants and warrants that:**

1. There are, and will be at time of closing, no leases, tenancies, contracts or agreements in effect with respect to the Property.
2. To the best of Seller's knowledge and belief, there are no condemnation proceedings pending or contemplated which would affect all or any portion of the Property.
3. The Property has never been used to generate, manufacture, refine, transport, treat, produce, store, handle, transfer, process, transport or dispose of "Hazardous Material or Substances" or "Hazardous Waste" or "Substances Hazardous to the Environment" as terms are defined in the U.S.C. Section 9601 et seq., or other applicable state or federal laws or regulations. The Property has never been used as a landfill, dumping ground nor like repository. There are no underground storage tanks on the Property.
4. The Property has open and unobstructed legal access through approved curb cuts at grade level over land owned in fee to and from Brady Street for vehicular ingress and egress.
5. Seller owns the Property in fee simple absolute and has full power to sell and convey the Property in accordance with the terms and conditions of this Agreement.
6. The signatory hereof executes this Agreement as a duly authorized officer of Seller and has all necessary and appropriate authority to enter into and complete this transaction.

**B. Seller hereby covenants to Purchaser, from and after the date hereof, as follows:**

1. Seller will neither execute any new lease or modify any existing lease without Purchaser's prior written consent.
2. Seller will keep the Property fully insured against casualty and public liability.

 Purchaser  
Seller

---

**RUHL & RUHL REALTORS, INC. • COMMERCIAL • INDUSTRIAL • INVESTMENT • PROPERTY MANAGEMENT**

Established 1862

PUTNAM BUILDING  
130 WEST SECOND STREET  
DAVENPORT, IOWA 52801  
319/323-0123 FAX 319/324-3530

MEMO

TO: Byron Nelson  
FROM: Chuck Ruhl, Jr.  
DATE: December 7, 1995  
RE: Dr. Browner Transaction

I am happy to provide to you the check representing 50% of the Browner commission received from the Brady Street transaction.

As we discussed on the telephone recently, a fee is not likely to be paid for the new Browner facility on Welcome Way. This also includes myself. Regrettably, there have been some misunderstandings through the process with Dr. Browner, and the transaction has not been smooth. We have recently made an offer to Dr. Browner to close the file, which would put the development partnership at a pretty significant loss.

Again, thank you for your assistance in this matter. I know you were very instrumental in making everything work out to everyone's benefit.

With best regards.



Chuck Ruhl, Jr.

CAR:lp

Enclosures

(56)

JOHN U. ADEL  
PHILIP A. BURNAP  
CHARLES R. COLATES  
PATRICK W. DRISCOLL  
KELLY R. GAVES  
JOHN C. HENDRICKS  
JOEL E. HERRON  
STEVEN T. HUNTER  
BRYAN C. MEYER  
JOHN A. RABE  
ROBERT L. LANDE  
ROGER L. LANDE  
DAVID J. WELCH  
CLAYTON A. OPPEL  
ERIC J. THOMSEN  
LINDA A. WENTHAM

# STANLEY, LANDE & HUNTER

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

800 FIRSTAR CENTER  
201 WEST SECOND  
DAVENPORT, IA 52801

FAX 319/326-6266  
319/324-1000

April 2, 1998

(56)

THOMAS B. LI  
DAVID M. STA  
OF COURTESY  
201 ONE AVE  
SUITE 400  
P O BOX 818  
MUSCATINE  
IA 52754  
FAX 319/734-  
319/734-4000  
115 WEST 4  
P O BOX 401  
MILTON, IOWA  
FAX 319/732-1  
319/732-4000  
\* ALSO ADMIT

Dr. John Browner  
4425 Welcome Way  
Davenport, IA 52807

Dear Dr. Browner:

Re: Sale of Property located at 4508 Brady Street

Pursuant to your telephone conversation with our Office Administrator Luke Bouthillier this afternoon, please find enclosed a copy of the HUD-1 Settlement Statement for the above referenced real estate transaction.

You also requested a copy of a 1099 for this transaction. It appears that a 1099 form is not prepared for this transaction.

Very truly yours,

STANLEY, LANDE & HUNTER

By Gayle E. Langbehn  
Gayle E. Langbehn  
Legal Secretary

Enc.  
cc: Luke Bouthillier  
D27-10

Exhibit 1

Mr. Charles A. Ruhl, Jr.  
Page 2

January 26, 1995

4. We understand that the newly platted property will be subject to certain Restrictive and Protective Covenants binding upon all owners of the different lots. Dr. and Mrs. Browner agree that lots 5 and 6 will also be subject to the Restrictive and Protective Covenants applicable to the remaining lots.

5. The Real Estate Purchase Agreement clearly provides that title to the property presently owned by Dr. and Mrs. Browner will be transferred to Ruhl Development Company, L.L.C. free and clear of all liens and encumbrances. Although the abstract of title has not yet been continued, the information which I have been able to obtain indicates that the following mortgage indebtedness, liens, judgments and other expenses will have to be paid from the closing proceeds. They include the following:

a. Fleet Mortgage Company -	\$65,000.00
b. IRS Liens	8,000.00
c. Real Estate Broker Fee	15,000.00
d. Judgments (not including accrued interest)	<u>22,000.00</u>
Total	\$110,000.00

The sale price for the Browner property is \$225,000. That amount will be reduced by the \$160,000 cost to construct the new office building and acquire the lot where it will be located. Obviously, in addition to the \$65,000 balance, Dr. Browner will need an additional \$45,000 simply to satisfy the mortgage, judgments, etc. listed above.

However, in addition to that \$45,000 amount, Dr. Browner will have considerable additional expenses to cover the cost for the build out of their living area, moving his dental equipment to the new office building, and closing costs. Dr. Browner estimates an additional cost of at least \$55,000 for those items. Therefore we estimate that he would need to obtain a loan and mortgage of no less than \$100,000 in order to complete the project. Unfortunately, as a result of the liens and judgments which are currently of record, Dr. Browner's credit does not allow him to obtain any conventional financing. Under the circumstances, the only way for Dr. Browner to complete this transaction would be for the purchaser and/or the new tenant to provide the necessary financing.

(86)

January 26, 1995

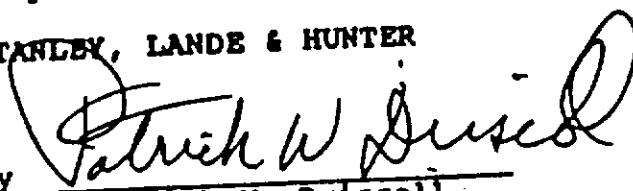
Mr. Charles A. Ruhl, Jr.  
Page 3

We are also providing a signature line at the bottom of this letter for Dr. Browner to sign his name indicating his understanding of the information contained in this letter and his agreement to proceed as stated.

We certainly appreciate your assistance and look forward to working with you.

Very truly yours,

STANLEY, LANDE & HUNTER

By   
Patrick W. Driscoll

Acknowledged:

  
Dr. John Browner

PWD/gel  
D27-

JS 44  
(Rev. 3/99)3 04 CV 80035  
**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

BROWNER, JOHN A

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

Scott

**DEFENDANTS**CHARLES R. W. JR.  
RWHL Development  
Patrick W. Deiscoli  
US Department of JusticeSee  
Attachment  
El

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

Scott

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

**(c) ATTORNEY'S (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)**JOHN A. BROWNER pro se  
308 WEST 52nd STREET  
DAVENPORT, IOWA 52806

ATTORNEYS (IF KNOWN)

**II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☒ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**  
(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINT AND ONE BOX FOR DEFENDANT)

- Citizen of This State ☒ PTF DEF  
Citizen of Another State ☐ 2 ☐ 2 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4  
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Incorporated and Principal Place of Business in Another State ☐ 6 ☒ 6  
Foreign Nation ☐ 6 ☐ 6

**IV. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7809	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 510 Selective Service <input type="checkbox"/> 560 Securities/Commodities/Exchange <input type="checkbox"/> 575 Customer Challenge 12 USC 3410 <input type="checkbox"/> 581 Agricultural Acts <input type="checkbox"/> 582 Economic Stabilization Act <input type="checkbox"/> 583 Environmental Matters <input type="checkbox"/> 584 Energy Allocation Act <input type="checkbox"/> 585 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice Act <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 446 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

RICO ACT

**VII. REQUESTED IN COMPLAINT:**CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$

CHECK YES only if demanded in complaint  
JURY DEMAND: ☒ YES ☐ NO**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

03/22/2004

J. Brown pro se

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

Name of Plaintiff

John A. Browner  
308 A West 52nd Street  
Davenport Iowa 52806  
563 386 3879

Name of Defendants

Charles Ruhl Jr.  
5111 Utica Ridge Road  
Davenport Iowa 52801  
563 355 4000

Defendant

Ruhl Development  
5111 Utica Ridge Road  
Davenport Iowa 52801  
563 355 4000

Defendant

Ruhl and Ruhl Realtors INC  
1228 Middle Road  
Bettendorf Iowa 52722  
563 441 5000

Defendant

Cavity Company LLC  
5111 Utica Ridge Road  
Davenport Iowa 52801  
563 355 4000

Defendant

Kaizen Company of America LLC  
5111 Utica Ridge Road  
Davenport Iowa 52807  
553 355 4000

Defendant

Kent M. Pilcher  
Kaizen Company of America LLC  
5111 Utica Ridge Road  
Davenport Iowa 52807  
563 355 4000

Defendant  
Caroline Ruhl  
1228 Middle Road  
Bettendorf Iowa 52722  
563 441 5000

Defendant  
Patrick W. Driscoll  
Suite 600  
201 West 2nd Street  
Davenport Iowa 52801  
563 324 1000

Defendant  
Stanley,Lande&Hunter  
Suite 900  
201 West 2nd Street  
Davenport Iowa 52801  
563 324 1000

Defendant  
Curtis E. Beason  
Suite 600  
220 N. Main Street  
Davenport Iowa 52801  
563 324 3246

Defendant  
Michael Byrne  
Suite 600  
220 N. Main Street  
Davenport Iowa 52801  
563 324 3246

Defendant  
Michael Noyes  
Suite 600  
220 N. Main Street  
Davenport Iowa 52801  
563 324 3246

Defendant



Lane and Waterman  
Suite 600  
220 N. Main Street  
Davenport Iowa 52801  
563 324 3246

Defendant  
Quad City Bank and Trust  
2118 Middle Road  
Bettendorf Iowa 50722  
563 386 4783

Defendant  
OCR Holding Company  
3351 7th Street  
Moline Ill. 61265  
309 736 3580

Defendant  
Doug Holquist  
3351 7th Street  
Moline Ill 61265  
309 736 3580

Defendant  
Mike Bauer  
2118 Middle Road 563 388 4783  
Bettendorf Iowa 50722

Defendant  
John S. Gosma  
4301 E. 53rd Street  
Davenport Iowa  
563 388 8417

Defendant  
Shive-Hattery  
18 6th Street  
Moline Ill 61265  
309 764 7450

Defendant  
Treiber Construction  
2723 N. Clark Street  
Davenport Iowa

563 386 5151

Defendant  
Gary Hayward  
US Department of Justice  
US Courthouse Annex Suite 286  
Des Moines Iowa 50309  
1 515 286 6474

Defendant  
US Department of Justice  
US Courthouse Annex 286  
Des Moines Iowa 50309  
1515 286 6474

Defendant  
US Department of Education  
San Francisco Collection Center  
50 United Nations Plaza  
Room 220  
San Francisco CA. 94102  
1-800 621-3115

Defendant  
Frye Development Corp  
575 East 53nd Street  
Davenport Iowa 52807  
653 322 9200

Defendant  
William Stengle  
305 First National Bank Bldg  
Rock Island Ill 61201  
309 324 0790

Defendant  
Gary Koos Law firm  
2818 18th Street 319 359 3059  
Bettendorf Iowa 52722

Defendant  
Bill Davis  
416 West 4th Street  
Davenport Iowa 52801  
563 326 8783

Defendant

Nepple, Van Der Kamp and Flynn PC  
Suite 202 American Bank Building  
1600 4th Street  
Rock Island 61201  
309 732 1230

Defendant

Davenport Police Department  
420 Harrison Street  
Davenport Iowa 52801  
563 323 7979

Defendant

Davenport Fire Department  
226 West 4th Street  
Davenport Iowa 52801  
563 326 7763

Defendant

Public Works of Davenport  
226 West 4th Street  
Davenport Iowa 52801  
563 326 7763

Defendant

R. Clay Thompson  
Suite 600  
220 N. Main Street  
Davenport Iowa 52801  
563 324 3246

Defendant

City of Davenport plan and zoning  
226 West 4th Street  
Davenport Iowa 52901  
563 326 7763

Defendant

Sam Giganti  
5111 Utica Ridge Road  
Davenport Iowa 52807

Defendant  
City Engineer of Davenport  
226 West 4th Street  
Davenport Iowa 52801  
563 326 7763

Defendant  
Richard Mc Donnell  
1730 Duggleby Street  
Davenport Iowa 52803

Defendant  
Illinois Stock Transfer Company  
209 West Jackson Suite 907  
Chicago Ill. 60606

Defendant  
City of Davenport Legal Department  
226 West 4th Street  
Davenport Iowa 52801  
563 3267735

Defendant  
Nicholas R. Doenges  
428 Western Street  
Davenport Iowa 52861  
563 326 7763

Defendant  
City of Davenport public works  
226 West 4th Street  
Davenport Iowa 52801  
563 326 7763

Defendant  
Scott County Board of Supervisors  
428 Western Street  
Davenport Iowa 52801  
653 324 8783

Defendant  
Board of professiona ethic and conduct  
521 E. Locust Street FL 3  
Des Moines Iowa 50309

Defendant